

"Merger" has the meaning set forth in the recitals hereto.

"Merger Consideration" has the meaning set forth in Section 1.07(d)(i).

"Merger Sub" has the meaning set forth in the preamble hereof.

"No Divestiture Standard" has the meaning set forth in Section 4.05(c).

"NOLs" has the meaning set forth in Section 2.12(c).

"Non-Disconnect Customers" has the meaning set forth in Section 2.20(a).

"Ordinary Course" means the conduct of the Business by the Insight Companies in accordance with their customary and normal past practices, policies and procedures prior to the date of this Agreement.

"Owned Real Property" means all real property parcels owned in fee by any of the Insight Companies, together with the buildings and other improvements thereon.

"Paid Leave Time" has the meaning set forth in Section 4.09(c).

"Pay Off Letter" has the meaning set forth in Section 1.02(c).

"Paying Agent" has the meaning set forth in Section 1.09.

"Paying Agent Agreement" means the paying agent agreement to be entered into among the Paying Agent, the Company and the Stockholders' Representative, which shall reflect the provisions of the Sellers' Agreement and be in form and substance reasonably acceptable to Buyer.

"Payment Plan Customers" has the meaning set forth in Section 2.20(a).

"Permitted Liens" means each of the following: (i) Liens for current taxes and other governmental charges that are not yet due and payable and Liens for taxes, assessments, governmental charges or levies or claims the non-payment of which is being contested in good faith by appropriate proceedings or Liens arising out of judgments or awards against the Insight Companies with respect to which at the time there shall be a prosecution for appeal or there shall be a proceeding to review or the time limit has not yet run for such an appeal or review with respect to such judgment or award; provided, that with respect to the foregoing liens in this clause (i), adequate reserves shall have been set aside on the Insight Companies' books in accordance with GAAP; (ii) Liens of carriers, warehousemen, mechanics, laborers, and materialmen and other similar statutory Liens incurred in the Ordinary Course for sums not yet due or being contested in good faith by appropriate proceedings, and for which adequate reserves shall have been set aside on the Insight Companies' books in accordance with GAAP; (iii) Liens incurred in the Ordinary Course in connection with worker's compensation and unemployment insurance or similar laws; (iv) statutory landlords' Liens made in the Ordinary Course; (v) with respect to the Company Real Property, Revenue Leases set forth in Section 2.09(b) of the Company Disclosure Letter, easements, rights to access, rights-of-way, mineral rights or other

similar reservations and restrictions, defects of title and other similar non-monetary Liens, which, individually or in the aggregate, do not materially detract from, adversely affect or interfere with the operation, use or value of the property subject thereto; (vi) purchase money or finance Liens on equipment or other Tangible Personal Property used by any Insight Company pursuant to an equipment lease or other Contract; and (vii) encumbrances arising under or in respect of the Company Debt and the documents and instruments delivered in connection therewith or pursuant thereto and set forth in Section 2.02(c) of the Company Disclosure Letter and which, in the case of the Credit Agreement, will be irrevocably discharged and released in full at the Closing subject to Buyer's obligation to deliver the Credit Agreement Payoff Amount.

"Permitted Promotion" has the meaning set forth in Section 4.01(a).

"Person" means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, Governmental Authority, labor union or other entity.

"Post-Closing Adjustment Deposit" has the meaning set forth in Section 1.11(b).

"Post-Closing Adjustment Funds" has the meaning set forth in Section 1.11(b).

"Post-Signing Income Tax Returns" has the meaning set forth in Section 4.09(a).

"Post-Signing Returns" has the meaning set forth in Section 4.10(a).

"Preferred Stock" has the meaning set forth in Section 2.02(a).

"Preliminary Closing Statement" has the meaning set forth in Section 1.08(b).

"Preliminary Dispute Notice" has the meaning set forth in Section 1.08(b).

"Primary Basic Customers" has the meaning set forth in the Insight Subscriber Policy.

"Prime Rate" has the meaning set forth in Section 1.11(c).

"Premium Units" has the meaning set forth in the Insight Subscriber Policy.

"Principal Stockholders" means Sidney R. Knafel, Michael S. Willner, Trust F/B/O Andrew G. Knafel dated September 13, 1978, Trust F/B/O Douglas R. Knafel dated September 13, 1978, Trust F/B/O Andrew G. & Douglas R. Knafel dated July 16, 1976, Trust F/B/O Douglas R. Knafel dated November 6, 1983, Carlyle Partners III Telecommunications, L.P., CP III Coinvestment, L.P., Carlyle Partners IV Telecommunications, L.P. and CP IV Coinvestment, L.P. and CVMO Acquisition, LLC.

"Privacy Policy" has the meaning set forth in Section 2.24(b).

"Programming Agreement" means any Contract (other than Retransmission Consent Agreements) for video programming from any television network or other content

provider, excluding any must-carry programming, that is telecast by the Company or any of the Company Subsidiaries pursuant to an agreement.

“Projections” has the meaning set forth in Section 8.13.

“PUC” means any state public utilities commission or other Governmental Authority of a state that has regulatory authority over any of the telecommunications operations of the Systems (but excluding any Franchising Authority).

“Purchase Price Per Customer” has the meaning set forth in Section 8.19 of the Company Disclosure Letter.

“Referee” has the meaning set forth in Section 1.10(b).

“Related Party Transactions” has the meaning set forth in Section 2.17.

“Release” means any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing and the like, including the moving of any materials through, into or upon, any land, soil, surface water, groundwater or air, or otherwise entering into the indoor or outdoor environment.

“Relevant Non-Income Tax Return” has the meaning set forth in Section 4.09(b).

“Representatives” has the meaning set forth in Section 8.18.

“Retained Franchise Liabilities” has the meaning set forth in Section 4.04(c).

“Retransmission Consent Agreement” means any written agreement or written grant of consent validly authorizing the retransmission of a television broadcast station’s signal by any System(s).

“Revenue Leases” means (other than Easements) all material leases, subleases, licenses and other occupancy agreements (including any amendments, modifications and supplements thereto) by which an Insight Company leases, subleases, licenses or otherwise grants rights to occupy any portion of the Owned Real Property or the Leased Real Property or the Easements to any Person.

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933.

“Securityholders Agreement” means the Second Amended and Restated Securityholders Agreement among the Company and the Company Stockholders, dated as of April 1, 2010, as amended by the Sellers’ Agreement.

“Sellers’ Agreement” has the meaning set forth in the recitals.

"Series A Voting Preferred Stock" has the meaning set forth in Section 2.02(a).

"Series B Voting Preferred Stock" has the meaning set forth in Section 2.02(a).

"Series C Non-Voting Preferred Stock" has the meaning set forth in Section 2.02(a).

"Series D Non-Voting Preferred Stock" has the meaning set forth in Section 2.02(a).

"Series E Non-Voting Common Stock" has the meaning set forth in Section 2.02(a).

"Series F Non-Voting Common Stock" has the meaning set forth in Section 2.02(a).

"Series G Common Stock" has the meaning set forth in Section 2.02(a).

"Special Tax Indemnified Matter" means (i) Taxes of the Company or any Company Subsidiary for taxable periods or portions thereof ending on or before the Closing Date in excess of the amount of Taxes that are included as Current Liabilities (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) in the computation of the Company Working Capital, as finally determined pursuant to Section 1.10; (ii) Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Company or any Company Subsidiary is or was a member on or prior to the Closing Date by reason of liability under Treasury Regulations Sections 1.1502-6 or 1.1502-78 or comparable provision of foreign, state or local law; and (iii) Taxes or other payments required to be paid after the date hereof by the Company or any Company Subsidiary to any party under any tax sharing agreement in effect prior to the Closing Date (whether written or not) or by reason of being a successor-in-interest or transferee of another entity. For purposes of clause (i) of this definition, in the event the relevant taxable period begins before and ends after the Closing Date, Taxes for the portion of such period ending on the Closing Date shall: (A) in the case of any Taxes based on or measured by income or receipts, be determined based on an interim closing of the books as of the close of business on the Closing Date, and (B) in the case of any other Taxes, be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in such taxable period ending on and including the Closing Date and the denominator of which is the total number of days in such taxable period.

"Special Tax Items" means the items set forth in Section 2.12(a) of the Company Disclosure Letter under the heading "*Special Tax Items*".

"Specified Tax Returns" has the meaning set forth in Section 4.09(b).

"Split-Up" has the meaning set forth in Section 2.26(a).

"Split-Up Agreement" means the Second Amendment to Amended and Restated Limited Partnership Agreement of Insight Midwest, L.P. dated as of April 1, 2007 by and

between Insight Communications Company, L.P., TCI of Indiana Holdings, LLC, Comcast Corporation ("Comcast") and the Company, as amended from time to time prior to the date hereof.

"Stockholders' Representative" has the meaning set forth in Section 8.16.

"Stockholders' Representative Reserve Amount" shall mean an escrow fund in an amount equal to Three Million Dollars (\$3,000,000), to be held by the Stockholders' Representative in accordance with the terms of the Sellers' Agreement.

"Subscriber Adjustment Amount" means the product of (i) the Purchase Price Per Customer multiplied by (ii) the excess, if any, of the Base Customer Number over the Closing Adjustment Customer Number.

"Subsidiary" means, when used with respect to any Person, any corporation or other organization, whether incorporated or unincorporated, (i) of which such Person or any other Subsidiary of such Person is a general partner (excluding partnerships, the general partnership interests of which held by such Person or any Subsidiary of such Person do not have a majority of the voting interests in such partnership) or (ii) at least a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the Board of Directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries.

"Survival Period" has the meaning set forth in Section 7.01.

"Surviving Corporation" has the meaning set forth in Section 1.01.

"Swap Breakage Costs" means one hundred percent (100%) of any termination fees, prepayment penalties, "breakage" cost or similar payments associated with the termination of any Swap Contract or similar agreement at the Closing, assuming such Contract or agreement is terminated as of the Closing. For the avoidance of doubt, Swap Breakage Costs shall not include Swap Interest Costs.

"Swap Contract" means any interest rate swap, hedge, option or other derivative Contract to which the Company or a Company Subsidiary is a party that is in effect on the date of this Agreement.

"Swap Interest Costs" means, with respect to any Swap Contract, any and all accrued and unpaid interest thereon, whether payable monthly, quarterly or otherwise.

"Systems" means all cable communications systems used to provide video, voice, data and other services in Indiana, Kentucky and Ohio that the Company owns and operates through its Subsidiaries.

"Tangible Personal Property" means all of the equipment, tools, vehicles, furniture, leasehold improvements, office equipment, plant, spare parts, furnishings, fixtures,

vehicles, testing equipment, computers, set-top boxes, electronic devices, towers, tower equipment, trunk and distribution cable, other aboveground and underground cable, decoders and spare decoders for scrambled satellite signals, amplifiers, microwave equipment, power supplies, conduits, vaults and pedestals, grounding and pole hardware, installed subscriber devices (including drop lines, converters, encoders, transformers behind television sets and fittings), headends and hubs (origination, transmission and distribution systems) hardware, supplies and closed circuit devices, inventory and other tangible personal property which are owned or leased by any Insight Company and used or held for use in the conduct of the Business, plus such additions thereto and less such deletions therefrom arising between the date of this Agreement and the Closing Date in accordance with this Agreement.

"Target Capital Expenditure Amount" means the aggregate amount of capital expenditures budgeted to be made in respect of the Business subsequent to June 30, 2011 and up to and including the end of the month immediately preceding the Closing Date or, if the Closing occurs on a month end, up to and including such month, as set forth in Section 8.19 of the Company Disclosure Letter; provided, however, that the Target Capital Expenditure Amount may be reduced by an amount not to exceed \$10 million dollars to the extent Buyer and the Company agree on budgeted capital expenditures that will not be made prior to Closing.

"Target Company Working Capital" has the meaning set forth in Section 1.07(d)(v).

"Tax" or "Taxes" means all federal, state, local or foreign net income, franchise, gross income, sales, use, ad valorem, property, gross receipts, license, capital stock, payroll, withholding, excise, severance, transfer, employment, alternative or add-on minimum, stamp, occupation, premium, environmental or windfall profits taxes, and other taxes, charges, fees, levies, imposts, customs, duties, licenses, unclaimed property liabilities or other assessments, together with any interest and any penalties, additions to tax or additional amounts imposed by any Taxing Authority, but excluding Franchise fees, FCC payments and fees, and copyright payments and fees.

"Tax Qualified Plan" has the meaning set forth in Section 4.08(e).

"Tax Return" means any federal, state, local or foreign return, estimate, information statement or report relating to Taxes and filed or required to be filed with a Taxing Authority.

"Taxing Authority" means, with respect to any Tax, the Governmental Authority that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such Governmental Authority.

"TDM Voice Customers" has the meaning set forth in the Insight Subscriber Policy.

"Termination Date" has the meaning set forth in Section 6.01(d).

"Third Parties" has the meaning set forth in Section 8.18.

"Title Insurance Policies" has the meaning set forth in Section 2.09(a).

"Transfer Taxes" has the meaning set forth in Section 4.09(f).

"Treasury Regulations" means the U.S. Treasury regulations promulgated under the Code.

"Transaction Documents" means this Agreement, the Certificate of Merger, the Escrow Agreement, the Confidentiality Agreement, the Sellers' Agreement and the other documents, agreements, certificates and other instruments to be executed, delivered and performed by the parties in connection with the transactions contemplated by this Agreement.

"Unaudited 2011 Financial Statements" has the meaning set forth in Section 2.05(a).

"Undistributed Merger Consideration" has the meaning set forth in Section 1.16.

"Unpaid Transaction Expenses" has the meaning set forth in Section 1.07(d)(viii).

"Valuable Tax Attributes" has the meaning set forth in Section 2.12(c).

"VoIP" has the meaning set forth in Section 2.08(i).

"VOIP Voice Customers" has the meaning set forth in the Insight Subscriber Policy.

"Voting Preferred Stock" has the meaning set forth in Section 2.02(a).

"WARN" means the Worker Adjustment and Retraining Notification Act of 1988, as amended and any similar Laws (including any state or local laws) requiring notice to employees in the event of a plant closing, facility shutdown or layoff.

[Signatures on the following page]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

TIME WARNER CABLE INC.

By: 

Name: Satish Adige

Title: Senior Vice President, Investments

DERBY MERGER SUB INC.

By: 

Name: Satish Adige

Title: Senior Vice President, Investments

INSIGHT COMMUNICATIONS COMPANY,
INC.

By: _____

Name: Michael S. Willner

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.


TIME WARNER CABLE INC.

By: _____
Name:
Title:

DERBY MERGER SUB INC.

By: _____
Name:
Title:

INSIGHT COMMUNICATIONS COMPANY,
INC.

By:  _____
Name: Michael S. Willner
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CARLYLE CIM AGENT, L.L.C.

By: Carlyle Investment Management L.L.C., its
Managing Member

By: TC Group, L.L.C., its Managing Member

By: TCG Holdings, L.L.C., its Managing Member

By: 
Name: James A. Attwood, Jr.
Title: Managing Director

EXHIBIT C

LATHAM & WATKINS^{LLP}

September 6, 2011

VIA FEDERAL EXPRESS

Ms. Marlene H. Dortch
Federal Communications Commission
c/o U.S. Bank - Government Lockbox # 979091
SL-MO-C2-GL
1005 Convention Plaza
St. Louis, MO 63101

Attention: FCC Government Lockbox – P.O. Box 979091

Re: Application of Insight Communications Company, Inc., Transferor, and Time Warner Cable Inc., Transferee for Authority Pursuant to Section 214 of the Communications Act of 1934, as Amended

Dear Ms. Dortch:

Enclosed for filing please find an original and five copies of the application of the above-referenced parties for authorization to transfer control of the Domestic Section 214 Authorization of Insight Communications Company, Inc. to Time Warner Cable Inc., together with a Form FCC 159 and a check in the amount of \$1,050 for the filing fee.

Please date-stamp the copy of this filing enclosed for this purpose and return to me in the pre-paid Federal Express envelope provided. If you have any questions, please contact us.

Respectfully submitted,



Matthew A. Brill
Elizabeth R. Park

Enclosure

cc: Zac Katz
Sharon Gillett
Lisa Gelb
William Dever
Jodie May

555 Eleventh Street, N.W., Suite 1000
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FIRM / AFFILIATE OFFICES

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Hamburg	San Francisco
Hong Kong	Shanghai
Houston	Silicon Valley
London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.
Milan	

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of)
)
Insight Communications Company, Inc.,)
Transferor)
)
and)
)
Time Warner Cable Inc., Transferee)
)
Application for Authority Pursuant to)
Section 214 of the Communications Act)
of 1934, as Amended, to Transfer Control)
of Domestic and International Section 214)
Authorizations, and Waiver Pursuant to)
Section 652(d))

JOINT APPLICATION

**INSIGHT COMMUNICATIONS
COMPANY, INC.**

Elliot Brecher
Keith Hall
INSIGHT COMMUNICATIONS COMPANY, INC.
810 7th Avenue – 41st Floor
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Arthur H. Harding
Seth A. Davidson
EDWARDS ANGELL PALMER &
DODGE, LLP
1255 23rd Street, N.W., Eighth Floor
Washington, DC 20037

Dated: September 6, 2011

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**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)
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Application for Authority Pursuant to)
Section 214 of the Communications Act)
of 1934, as Amended, to Transfer Control)
of Domestic and International Section 214)
Authorizations, and Waiver Pursuant to)
Section 652(d))
)

JOINT APPLICATION

Time Warner Cable Inc., a Delaware corporation ("TWC"), and Insight Communications Company, Inc., a Delaware corporation, and its subsidiaries ("Insight" or "the Company," together with TWC, the "Applicants") hereby request authority pursuant to Section 214 of the Communications Act of 1934, as amended (the "Act"), and Sections 63.04 and 63.24(e) of the Commission's rules, to transfer control of Insight (the "Transaction") from its current shareholders to TWC.¹ Insight, through its subsidiaries, holds domestic and international Section 214 authority to provide telecommunications services. As described herein and in the parties' separate applications relating to Insight's other FCC licenses and authorizations, the Transaction will promote the public interest by joining two non-dominant providers of voice and data

¹ 47 U.S.C. § 214; 47 C.F.R. §§ 63.04, 63.24(e).

telecommunications offerings, which will enable the combined company to compete more effectively against incumbent local exchange carriers ("ILECs"), with respect to both residential and business class services. To the extent that Section 652(b) of the Act applies to the Transaction, the parties seek a waiver of that buyout restriction pursuant to Section 652(d).² Because Insight's and TWC's respective networks generally do not overlap and Insight's provision of telephone exchange service within TWC's franchise areas is *de minimis*, the Applicants submit that the waiver criteria set forth in Section 652(d) are easily satisfied.

I. DESCRIPTION OF THE APPLICANTS

A. Time Warner Cable Inc.

TWC is a publicly traded corporation organized under the laws of the state of Delaware and, through its operating subsidiaries, is the fourth largest multichannel video programming distributor ("MVPD") in the United States. TWC provides video, broadband Internet access, telecommunications, and Voice over Internet Protocol ("VoIP") services to residential and business customers in 28 states across the nation. TWC is authorized to operate as a telecommunications carrier in Alabama, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Maine, Massachusetts, Michigan, Missouri, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia, and Wisconsin. TWC also provides various retail and wholesale telecommunications to business customers in these states. TWC's financial, technical, and legal qualifications to acquire Insight are matters of public record.

² 47 U.S.C. § 572(b); 47 C.F.R. § 76.505(b).

B. Insight Communications Company, Inc.

Insight is a technologically advanced cable operator that operates in Indiana, Kentucky, and Ohio. Insight provides cable television, broadband Internet access, voice telephony, and data telecommunications services to residential and business customers. Insight offers voice services to customers in all of its markets, primarily as a provider of VoIP, but also as a provider of circuit-switched telephone exchange service to a small number of legacy customers in certain areas.³ The Company also offers IP-based telecommunications on a wholesale and retail basis to business customers.

II. DESCRIPTION OF THE TRANSACTION

On August 15, 2011, Insight, TWC, and Derby Merger Sub Inc. ("Derby"), a wholly owned subsidiary of TWC, entered into an agreement pursuant to which TWC will acquire control of Insight. The acquisition will occur through a merger of Insight and Derby, which is a special-purpose subsidiary of TWC, with Insight as the surviving entity. As a result of the merger, Insight will be a wholly owned, direct subsidiary of TWC. All of Insight's existing subsidiaries that hold FCC licenses or authorizations will remain intact and will continue to hold their operating tangible and intangible assets, and will become indirect, wholly owned subsidiaries of TWC, and thus subject to the ultimate control of TWC.

The Transaction will not cause any interruption in service to customers. No existing service will be discontinued, reduced, or impaired in conjunction with the Transaction, nor will the Transaction cause any immediate change to any customer's service provider.⁴ To the

³ As noted below, Insight was not providing telephone exchange service as of January 1, 1993 and thus has no "telephone service area" within the meaning of 47 U.S.C. § 572(e).

⁴ If and when TWC or the Company seeks to discontinue any telecommunications service and/or migrate customers to a new provider at some point following the Transaction, it

contrary, as described below, the Transaction will enhance the Company's ability to deliver high-quality telecommunications services.

III. INFORMATION REQUIRED BY SECTIONS 63.04 AND 63.24 OF THE COMMISSION'S RULES

In accordance with Sections 63.04 and 63.24(e)(2) of the Commission's rules, the Applicants submit the following information in support of this Application.

A. Information Required by 47 C.F.R. § 63.24

In accordance with 47 C.F.R. § 63.24(e)(2), the Applicants submit the following information requested in 47 C.F.R. § 63.18(a) through (d) for TWC and Insight, and information requested in 47 C.F.R. § 63.18(h) through (p) for TWC:

- (a) Insight has a principal business address of 810 7th Avenue, 41st Floor, New York, New York, 10019 and a telephone number of (917) 286-2300.

TWC has a principal business address of 60 Columbus Circle, New York, New York, 10023 and a telephone number of (212) 364-8200.

- (b) Both Insight and TWC are corporations organized under the laws of the State of Delaware.

- (c) Correspondence concerning this Application should be addressed to:

For Insight:

Gregory Cameron
Vice President Telecom Legal Affairs
Insight Communications Company, Inc.
810 7th Avenue, 41st Floor
New York, NY 10019
(917) 286-2254

with copies to:

Gary S. Lutzker
J.G. Harrington
Dow Lohnes PLLC

will do so in compliance with the procedures set forth in Sections 63.71 and 64.1120(e) of the Commission's rules. 47 C.F.R. §§ 63.71, 64.1120(e).

1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036
(202) 776-2000

For TWC:

Julie P. Laine
Group Vice President & Chief Counsel, Regulatory
Time Warner Cable Inc.
60 Columbus Circle
New York, NY 10023
(212) 364-8482

Terri B. Natoli
Vice President, Regulatory Affairs & Government Relations
Time Warner Cable Inc.
901 F Street, N.W.
Suite 800
Washington, DC 20004
(202) 370-4222

with copies to:

Matthew A. Brill
Elizabeth R. Park
Latham & Watkins LLP
555 Eleventh Street, N.W.
Suite 1000
Washington, D.C. 20004
(202) 637-2200

- (d) Insight is authorized to provide domestic interstate common carrier services pursuant to 47 C.F.R. § 63.01. Insight's indirect, wholly owned subsidiary, Insight Midwest Holdings, LLC, holds international Section 214 authority to provide global resale service (FCC File Nos. ITC-214-19970801-00449; ITC-T/C-20040723-00403).⁵ Insight obtained this authorization in 2004 as part of

⁵ The global resale authorization was originally granted to TCI Telephony Services of Connecticut, and through a series of transactions and name changes, was held by Comcast Phone, LLC ("Comcast Phone"). See Transfer of Control of Telecommunications, Inc. to AT&T Corp., File No. ITC-T/C-19980914-00635 (granted Feb. 18, 1999) (TCI Telephony Services of Connecticut, Inc. changed its name to AT&T Broadband Phone of Connecticut, Inc. in March 2001); Transfer of Control of AT&T Corp. to AT&T Comcast Corp., File No. ITC-T/C-20020228-00138, (granted November 13, 2002) (AT&T Broadband Phone of Connecticut changed its name to Comcast Phone

a transaction through which it acquired certain subsidiaries of Comcast Phone.⁶ Insight also assigned certain assets that included telephone operations to Comcast in 2007.⁷

TWC is authorized to provide domestic interstate common carrier services pursuant to 47 C.F.R. § 63.01. TWC subsidiary, TWC Communications LLC, holds international Section 214 authority for global facilities-based and global resale services (FCC File No. ITC-214-20030117-00043). This authorization was originally granted to Time Warner Cable Information Services (Maine), LLC, and was assigned to TWC Communications, LLC in a *pro forma* transaction.⁸

(h) TWC

No person owns a 10 percent or greater direct or indirect interest in TWC. TWC is a publicly traded United States corporation organized under the laws of the State of Delaware with a principal place of business at 60 Columbus Circle, New York, New York, 10023. TWC's principal business is providing video, broadband Internet access, telecommunications, and VoIP services to residential and business customers. Upon the consummation of the Transaction, TWC will directly own and control all of the voting and equity stock of Insight. TWC does not have any interlocking directorates with a foreign carrier.

of Connecticut, Inc. by letter dated March 18, 2003 (Pub. Notice DA 03-942, rel. Mar. 27, 2003)); Assignment from Comcast Phone of Connecticut to Comcast Phone, LLC, File No. ITC-ASG-20021122-00615, (granted Aug. 13, 2003); Transfer from Comcast Phone, LLC to Insight Midwest Holdings, LLC, File No. ITC-T/C-20040723-00403 (granted Oct. 29, 2004).

⁶ FCC Wireline Competition Bureau, *Notice of Streamlined Domestic 214 Application Granted*, WC Docket No. 04-292, DA 04-3587 (Nov. 15, 2004); Transfer from Comcast Phone, LLC to Insight Midwest Holdings, LLC, File No. ITC-T/C-20040723-00403 (granted Oct. 29, 2004). Pursuant to the International Bureau's applicable practices at the time of this transaction, carriers obtaining a partial assignment or transfer of an International Section 214 authorization were not issued a new "214" file number. Therefore, Comcast Phone retains authority to provide service under the same International Section 214 authorization and is still reflected as the holder of authorization File No. ITC-214-19970801-00449 in the International Bureau's database. Insight's authority to provide international common carrier services is pursuant to File No. ITC-T/C-20040723-00403.

⁷ The Commission approved the assignment under WC Docket No. 07-263, effective Dec. 22, 2007. See Notice of Domestic Section 214 Authorizations Granted, Public Notice, DA 07-5097 (rel. Dec. 26, 2007).

⁸ See FCC File No. ITC-ASG-20080520-00229.

Insight

The 10 percent or greater owners of Insight Communications Company, Inc. are CVMO Acquisition, LLC, which holds 43 percent of the equity, and The Carlyle Group, which holds 43 percent of the equity through four entities under its control. The 10 percent or greater owners of CVMO Acquisition, LLC are Crestview Partners II, L.P., which holds 47.96 percent of the equity and MidOcean Partners III, L.P., which holds 12.65 percent of the equity. Crestview Partners II is controlled by Crestview Partners, and MidOcean Partners III is controlled by MidOcean Partners. The principal business of each of the listed direct and indirect owners of Insight Communications Company is investments, and each is organized in the United States. The address for CVMO Acquisition, Crestview Partners II and CrestView Partners is 667 Madison Avenue, 10th Floor, New York, New York 10065. The address for MidOcean Partners III and MidOcean Partners is 320 Park Avenue, Suite 1700, New York, New York 10022. The address for The Carlyle Group and the other Carlyle entities is 520 Madison Avenue, 42nd Floor, New York, New York 10022.

- (i) TWC certifies that it is not a foreign carrier in any country, nor is it affiliated with any foreign carrier.
- (j) TWC certifies that it does not seek to provide international telecommunications services to any destination country to which 47 C.F.R. § 63.18(j)(1) through (j)(4) applies.
- (k)-(m) Sections (k) through (m) of 47 C.F.R. § 63.18 are not applicable to TWC because it is not affiliated with any foreign carrier.
- (n) TWC certifies that it has not agreed to accept special concessions directly or indirectly from any foreign carrier with respect to any U.S. international route where the foreign carrier possesses market power on the foreign end of the route and will not enter into such agreements in the future.
- (o) TWC and Insight certify, pursuant to 47 C.F.R. §§ 1.2001 through 1.2003, that no party to this Application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988.
- (p) The Applicants request streamlined processing of this Application to transfer control of Insight's international Section 214 authorization pursuant to 47 C.F.R. § 63.12. TWC is not affiliated with a foreign carrier in a destination market, nor does it have an affiliation with a dominant U.S. carrier whose international switched or private line services it seeks authority to resell.⁹ Therefore, pursuant to section 63.12(a) of the Commission's rules, the

⁹

47 C.F.R. § 63.12(c).

Commission should grant this Application fourteen days after the date of public notice listing this Application as accepted for filing.

B. Information Required by 47 C.F.R. § 63.04

In accordance with section 63.04(b) of the Commission's rules,¹⁰ which specifies the contents required of joint international and domestic Section 214 transfer of control applications, in addition to the information required in international Section 214 authorizations by 47 C.F.R. § 63.18, the Applicants submit the following information, as described in 47 C.F.R. § 63.04(a)(6) through (a)(12):

(6) Description of the transaction.

The transaction is described at Section I of this Application.

(7) Description of the geographic areas in which the transferor and transferee (and their affiliates) offer domestic telecommunications services, and what services are provided in each area.

The respective services and operating areas of TWC and Insight are as described in Section I above.

(8) Statement as to how the application fits into one or more of the presumptive streamlined categories in this section or why it is otherwise appropriate for streamlined treatment.

This Application satisfies the criteria set forth in Section 63.03(b)(2) for presumptive streamlined processing because: (i) the Applicants have a market share in the interstate interexchange market of less than 10 percent, (ii) the Applicants provide competitive telephone exchange services or exchange access services (if at all) exclusively in geographic areas served by a dominant local exchange carrier that is not a party to the Transaction, and (iii) the

¹⁰ *Id.* § 63.04(b).

Applicants are not dominant with respect to any telecommunications service.¹¹ As the Commission has explained, “[w]here facilities-based carriers proposing to combine are not dominant with respect to any service . . . , it is extremely unlikely that the proposed combination could result in a public interest harm, particularly where their combined market shares are relatively low.”¹² Although the approval of the overall Transaction will be subject to the grant of the Section 652 waiver request, consent to the transfer of control relating to the domestic Section 214 authorization should be processed on a streamlined basis.

(9) Identification of all other Commission applications related to the same transaction.

The Applicants have filed simultaneous applications with the Commission’s Wireless Telecommunications Bureau and International Bureau seeking authority to transfer to TWC control of Insight’s subsidiaries that hold FCC licenses relating to Insight’s cable systems.

(10) Statement of whether the applicants are requesting special consideration because either party to the transaction is facing imminent business failure.

The Applicants are not requesting such special consideration of this Application.

(11) Identification of any separately filed waiver requests being sought in conjunction with the transaction.

The Applicants request a waiver of Section 652(b) of the Act in Section V below. There are no other separately filed waiver requests being sought in connection with the Transaction.

¹¹ *Id.* § 63.03(b)(2); *Implementation of Further Streamlining Measures for Domestic Section 214 Authorizations*, 17 FCC Rcd 5517 ¶ 28 (2002) (“*Streamlining Order*”) (Streamlined treatment is “presumed to apply” when “neither of the applicants is dominant with respect to any service . . . [and] where a transaction would result in a transferee having a market share in the interstate, interexchange market of less than 10 percent, and the transferee would provide competitive telephone exchange services or exchange access services (if at all) exclusively in geographic areas served by a dominant local exchange carrier that is not a party to the transaction.”).

¹² *Streamlining Order* ¶ 30.

(12) Statement showing how grant of the application will serve the public interest, convenience and necessity.

This Application serves the public interest, convenience and necessity, as discussed in Section IV below.

IV. THE TRANSACTION WILL PROMOTE THE PUBLIC INTEREST

As described more fully in the public interest statement accompanying the Applicants' related license transfer applications, the Commission's approval of this Application will serve the public interest, convenience, and necessity. In addition to the general merger synergies and the benefits relating to cable television and broadband Internet access services, the Transaction will strengthen the combined company's ability to compete with dominant incumbent LECs (including, in particular, AT&T) in the provision of voice and data telecommunications services and otherwise will benefit Insight's customers in several different respects.

First, the integration of Insight's voice and data networks with TWC's adjacent facilities will maximize the combined company's ability to compete with the dominant ILEC, AT&T. The combination of these networks will create operating efficiencies as well as scale and scope advantages in procuring key inputs, such as long-distance service, 911 connectivity, and directory assistance and other database services. Whereas Insight operates only within three states, TWC's far broader footprint will create various advantages for the combined company, such as the ability to eliminate redundant facilities and to rely on regional soft switches, gateways, and other network equipment. By lowering the combined company's cost structure and facilitating the delivery of high-quality, innovative services, these network-integration and procurement efficiencies will bolster the company's ability to deliver benefits to its customers and to compete with the dominant ILEC in each service area. Given the massive scale and nationwide reach of AT&T, a leading competitor to Insight, the combination with TWC will be

vital to Insight's ability to compete in market segments for which a broader footprint are advantageous, if not essential, such as enterprise services for companies with operations that extend beyond Insight's current service area. Indeed, the Commission has recognized that increased "clustering" of cable systems translates into competitive benefits for purchasers of voice and data services (in addition to video services).¹³

Second, the Transaction will maximize Insight's ability to harness the efficiencies enabled by Internet Protocol ("IP") technologies and avoid the costs associated with operating different types of networks. The Commission has acknowledged the multifaceted benefits of IP networks—including lower operating costs and innovative features—and thus has affirmatively encouraged carriers to replace traditional circuit-switched networks with IP networks.¹⁴ Insight relies primarily on IP technology in providing voice services to its customers today, but continues to serve more than 73,000 customers using legacy circuit-switched technology.¹⁵

¹³ See, e.g., *Annual Assessment of the Status of Competition in the Market for the Delivery of Video Programming*, Fifth Annual Report, 13 FCC Rcd 24284 ¶ 144 (1998) (noting that "clustering makes cable providers a more effective competitor to LECs whose service areas are usually larger than a single cable franchise area").

¹⁴ See, e.g., *Connect America Fund; A National Broadband Plan for Our Future; Establishing Just and Reasonable Rates for Local Exchange Carriers; High-Cost Universal Service Support; Developing an Unified Intercarrier Compensation Regime; Federal-State Joint Board on Universal Service; Lifeline and Link-Up*, Notice of Proposed Rulemaking and Further Notice of Proposed Rulemaking, 26 FCC Rcd 4554 ¶¶ 505-06 (2011) (seeking to "encourage carriers to more rapidly deploy broadband facilities and IP based services" through intercarrier compensation and universal service reforms) (internal citations and quotation marks omitted); Omnibus Broadband Initiative, CONNECTING AMERICA: THE NATIONAL BROADBAND PLAN, at 49, 59 (2010) (making recommendations to encourage carriers to transition to IP-based networks).

¹⁵ Insight does not offer circuit-switched service to any new customers and is relying on attrition to reduce its base of circuit-switched customers over time.